



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone : (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **RM-0**

September 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713

Dear Supervisors:

**ACCEPT THE LOCAL GOVERNMENT WASTE TIRE CLEANUP GRANT FROM THE
CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Accept the Local Government Waste Tire Cleanup Grant in the amount of \$25,400 from the California Integrated Waste Management Board to partially fund the collection and disposal of waste tires illegally dumped along County road right of way.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This grant will be used to partially fund the collection and disposal of waste tires illegally dumped along County road right of way. Tires are continuously dumped illegally on roadways and in alleys within the unincorporated areas of the County. Waste tires pose potential threats to the environment, public health, and safety. Based on the diverse geography and land uses within the County of Los Angeles, the severity of the potential threats varies. In urban areas, waste tires dumped in close proximity to homes, schools, and commercial facilities pose a serious threat due to rodent and insect infestations. In rural areas of the County, environmentally sensitive areas may be seriously threatened due to piles of tires carelessly discarded.

The total of \$25,400 from the California Integrated Waste Management Board will be partially used to collect and dispose of waste tires.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The total estimated cost for waste tire collection is \$30,000, which is included in Public Works' Fiscal Year 2005-06 Road Fund budget. The \$25,400 in funding from the California Integrated Waste Management Board will be used to partially fund the collection and disposal of waste tires illegally dumped along County road right of way.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 30, 2002, your Board authorized the Director of Public Works, or his designee, to execute agreements and any amendments needed to secure grants with the California Integrated Waste Management Board.

The enclosed draft agreement has been reviewed by County Counsel. The final agreement will be approved as to form by County Counsel prior to its execution by the Director or his designee.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The collection and disposal of waste tires illegally dumped along the County's road right of way is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES

By collecting and disposing of illegally dumped waste tires in the unincorporated areas of Los Angeles County, the quality of life for families, along with the environment, will be greatly improved.

Honorable Board of Supervisors
September 1, 2005
Page 3

CONCLUSION

Upon approval, please return three approved copies of this letter to Public Works.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel



Alan C. Lloyd, Ph.D.
Secretary for
Environmental
Protection

California Integrated Waste Management Board

Rosario Marin, Chair
1001 I Street • Sacramento, California 95814 • (916) 341-6000
Mailing Address: P. O. Box 4025, Sacramento, CA 95812-4025
www.ciwmb.ca.gov



Arnold Schwarzenegger
Governor

June 28, 2005

Donald Wolfe, Acting Director
County of Los Angeles, Dept. Of Public Works
900 South Fremont Avenue
Alhambra, CA 91104

RE: Grant Agreement for Fiscal Year 2004-2005 Local Government Waste Tire Cleanup Grant Program.

Dear Mr. Wolfe:

Thank you for applying for the Local Government Waste Tire Cleanup Grant. We are pleased to inform you that your grant application has been approved by the Integrated Waste Management Board for Fiscal Year 2004-2005.

Enclosed please find a copy of the Grant Agreement that includes the following exhibits:

- A. Terms and Conditions
- B. Procedures and Requirements.
- C. Work Statement
- D. Project Budget

Please review the documents, paying particular attention to Exhibit C, Work Statement and Exhibit D, Project Budget. If the documents reflect your proposal and your proposal conforms to Attachment A, Terms and Conditions, please sign and complete the four lines in the "Grantee" block on the Grant Agreement page. If you have any questions as to whether your entire proposal conforms to the requirements of the Grant Agreement, please contact me at the number listed below. Please return **only** the signed page and the enclosed General Checklist of Business Permits, Licenses and Filings (Form 669). The remaining pages of the document should be retained for your records. A fully executed copy of the Grant Agreement will be returned to you with a Notice to Proceed. Please note that the "Authorized Signature" must be the person identified in the original proposal and you are not to go forward with any work until the Notice to Proceed has been received.

Also enclosed are the documents required for grant payment reimbursement and the instructions for completing the forms. These forms are:

1. Grant Payment Request Form (CIWMB 87)

California Environmental Protection Agency

Printed on Recycled Paper

Join Governor Schwarzenegger to Keep California Rolling.
Every Californian can help to reduce energy and fuel consumption. For a list of simple ways you can reduce demand and cut your energy and fuel costs, Flex Your Power and visit www.fypower.com.

2. Personnel Expenditure Summary

Should you have any questions, please call me at (916) 341-6448.

Sincerely,

A handwritten signature in cursive script that reads "Diane Nordstrom".

Diane Nordstrom

Tire Remediation Branch

Special Waste Division

Enclosures

GRANT AGREEMENT

CIWMB110 (Revised 03/05)

GRANT NUMBER

TCU12-04-9

NAME OF GRANT PROGRAM

2004/2005 Local Gov't. Waste Tire Cleanup Grants

GRANTEE NAME

Los Angeles County

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

TOTAL GRANT AMOUNT NOT TO EXCEED

\$25,400.00

TERM OF GRANT AGREEMENT

FROM: July 1, 2005

TO: December 31, 2006

THIS AGREEMENT is made and entered into on this 21st day of June 2005, by the State of California, acting through the Executive Director of the California Integrated Waste Management Board (the "State") and Los Angeles County (the "Grantee"). The State and the Grantee, in mutual consideration of the promises made herein, agree as follows:

The Grantee agrees to perform the work described in the Work Statement attached hereto as Exhibit C according to the Project Budget attached hereto as Exhibit D.

The Grantee further agrees to abide by the provisions of the following exhibits attached hereto:

- Exhibit A - Terms & Conditions
- Exhibit B - Procedures & Requirements
- Exhibit C - Work Statement
- Exhibit D - Project Budget

Exhibits A, B, C and D attached hereto and the State approved application are incorporated by reference herein and made a part hereof.

The State agrees to fund work done by the Grantee in accordance with this Agreement up to the Total Grant Amount Not to Exceed specified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates entered below.

CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD		GRANTEE' NAME (PRINT OR TYPE)	
SIGNATURE		GRANTEE' SIGNATURE AUTHORITY	
—		—	
Mark Leary, Executive Director	DATE	TITLE	DATE
		(Authorized representative)	
		GRANTEE' ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
\$25,400.00	2004/2005 Local Gov't. Waste Tire Cleanup Grants		I/WMA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$25,400.00	3910-001-387	208	2004
	FISCAL YEAR		
	2004/2005		
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	1000-15293-418.03		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
— <i>Dawn M. Johnson</i>		6/22/05	

EXHIBIT A

TERMS AND CONDITIONS

Local Government Waste Tire Cleanup Grant Program Fiscal Year 2004/2005 (Cycle TCU12)

This grant may not be funded unless the proposed Grantee meets the following two conditions:

- 1) The proposed Grantee must pay all outstanding debts owed to the California Integrated Waste Management Board (CIWMB) within ninety (90) days from the date of the grant award. The Grant Agreement will not be released by the CIWMB until all outstanding invoices have been paid.
- 2) The proposed Grantee must complete, sign, and return the Grant Agreement within ninety (90) days from the date recorded on the Grant Agreement package's cover letter.

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CIWMB" means the California Integrated Waste Management Board.
- "Executive Director" means the Executive Director of the CIWMB or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between the CIWMB and the Grantee for this Grant.
- "Grant Manager" means the CIWMB staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Government Waste Tire Cleanup Grant Program.
- "State" means the State of California, including, but not limited to, the CIWMB and/or its designated officer.

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| 1. ACKNOWLEDGEMENTS | The Grantee shall acknowledge the CIWMB's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of the CIWMB's support must incorporate the CIWMB logo and state "Funded by a Grant from the California Integrated Waste Management Board. Zero Waste-You Make It Happen!" Initials or abbreviations for the CIWMB shall not be used. The Grant Manager may approve deviation from this prescribed language on a case-by-case basis where such deviation is consistent with the CIWMB's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, the CIWMB adopts updated or new logos, slogans or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials. |
| 2. ADVERTISING/ PUBLIC EDUCATION | The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. |
| 3. AIR OR WATER POLLUTION VIOLATION | Under the State laws, the Grantee shall not be:
<ol style="list-style-type: none">a. In violation of an order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; orc. Finally determined to be in violation of provisions of federal law relating to air or water pollution. |
| 4. AMENDMENT | No amendment or variation of the terms of this Agreement shall be valid unless |

made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties.

5. AMERICANS WITH DISABILITIES ACT

The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 et seq.).

6. ANTITRUST CLAIMS

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below:

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
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7. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Agreement may not be assigned by the Grantee, either in whole or in part, without the CIWMB's prior written consent.
 - b. The provisions of this Agreement shall be binding upon and inure to the benefit of the CIWMB, the Grantee, and their respective successors and assigns.
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8. AUDIT/RECORDS ACCESS	<p>The Grantee agrees that the CIWMB, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.</p> <p><i>[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]</i></p>
9. AUTHORIZED REPRESENTATIVE	<p>The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CIWMB on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity of the authorized representative.</p>
10. AVAILABILITY OF FUNDS	<p>The CIWMB's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.</p>
11. CHILD SUPPORT COMPLIANCE ACT	<p>For any agreement in excess of \$100,000, the Grantee acknowledges that:</p> <ol style="list-style-type: none"> The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
12. COMMUNICATIONS	<p>All communications from the Grantee to the CIWMB shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B – Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail or FAX.</p>
13. COMPETITIVE BIDDING	<p>The CIWMB encourages Grantees to use a competitive bidding process when contracting for services required under this Agreement.</p>
14. COMPLIANCE	<p>The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be</p>

expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CIWMB 87), the Grantee's signature authority shall either initial and certify under penalty of perjury that the Grantee's General Checklist of Permits, Licenses, and Filings (CIWMB 669) on file with the CIWMB is current and complete, or submit an updated General Checklist of Permits, Licenses, and Filings (CIWMB 669) available at:
www.ciwmb.ca.gov/Grants/Forms/CIWMB669.doc.

**15. CONFIDENTIALITY/
PUBLIC RECORDS**

The Grantee and the CIWMB acknowledge that each party may come into possession of information and/or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act, Government Code (GC) Section 6250 et seq. The CIWMB agrees not to disclose such information or data furnished by the Grantee and to maintain such information or data as confidential when so designated by the Grantee in writing at the time it is furnished to the CIWMB, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.

16. CONFLICT OF INTEREST

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, the CIWMB must be contacted immediately for clarification. If the Grantee violates any provisions of the following paragraphs, such action by the Grantee shall render this Agreement void [Public Contracts Code (PCC) § 10420]:

Current State Employees (Public Contracts Code (PCC) § 10410):

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.
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**17. CONTRACTORS/
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and the CIWMB. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such (sub)contract, the Grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the CIWMB and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the CIWMB for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the CIWMB's obligation to make payments to the Grantee. As a result, the CIWMB shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

18. CONTROLLING LAW

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California

19. COPYRIGHTS AND TRADEMARKS

- a. The Grantee assigns to the State any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, including the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of the State. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
 - b. The State through the CIWMB hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable license to reproduce, translate, and distribute copies of the materials produced pursuant this Agreement, for nonprofit purposes, and to have or permit others to do so on the Grantee's behalf.
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20. CORPORATION QUALIFIED TO DO BUSINESS IN CALIFORNIA

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

21. DISCRETIONARY TERMINATION

The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:

- a. Submit a final written report describing all work performed by the Grantee;
 - b. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - c. Reimburse the CIWMB for any unspent funds.
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22. DISPUTES

Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

23. DRUG-FREE WORKPLACE CERTIFICATION

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
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	<ul style="list-style-type: none"> b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations. c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
24. EFFECTIVENESS OF AGREEMENT	This Agreement is of no force or effect until signed by both parties.
25. ENTIRE AGREEMENT	This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire Agreement of the parties.
26. ENVIRONMENTAL JUSTICE	In the performance of this Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
27. EXPATRIATE CORPORATIONS	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, the Grantee agrees that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
28. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT	<p>The CIWMB will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <ul style="list-style-type: none"> a. Investigation and application of technologies, processes, and/or devices which support reduction, reuse, and/or recycling of wastes; or b. Cleanup of the environment; or c. Enforcement of solid waste statutes and regulations, as applicable. <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <ul style="list-style-type: none"> a. Application of or information, a process, usable data or a partial product which can be used to aid in reduction, reuse, and/or recycling of waste; or b. The cleanup of the environment; or c. The enforcement of solid waste statutes and regulations, as applicable.
29. FORCE MAJEURE	Neither the CIWMB nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the CIWMB or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
30. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring

	the Grantee to forfeit the unexpended portion of the grant funds and/or to repay to the CIWMB any funds improperly expended.
31. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE	The Grantee agrees to indemnify, defend, and save harmless the State, its officials, officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
32. GRANTEE'S NAME CHANGE	A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the CIWMB will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.
33. NATIONAL LABOR RELATIONS BOARD CERTIFICATION	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities)
34. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY	The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
35. NON-DISCRIMINATION CLAUSE	<ul style="list-style-type: none"> a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in GC §§ 12900 et seq. b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that the Grantee has, unless exempted, complied with the nondiscrimination program requirements [GC § 12990 (a)-(f) and California Code of Regulations, Title 2, Section 8103]. c. Grantee shall include the above nondiscrimination and compliance provisions of this section in all contracts to perform work under this Agreement.
36. OWNERSHIP OF DRAWINGS, PLANS, AND SPECIFICATIONS	The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to the CIWMB upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.
37. PATENTS	The Grantee assigns to the State all rights, title, and interest in and to each invention or discovery that may be capable of being patented, that is conceived of or first actually reduced to practice in the course of or under this Agreement, or with the use of any grant funds. Upon written request by the Grantee, the CIWMB may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.

38. PAYMENT

- a. The Budget, attached to and incorporated herein by reference to this Agreement as Exhibit D, states the maximum amount of allowable costs for each of the tasks identified in the Work Statement, which is attached to and incorporated herein by reference to this Agreement as Exhibit C. The CIWMB shall reimburse the Grantee for only the work and tasks specified in the Work Statement at only those costs specified in the Budget and incurred in the term of the Agreement.
 - b. The Grantee shall carry out the work described on the Work Statement in accordance with the Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Statement or the Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
 - c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
 - d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed.
 - e. Lodgings, Meals and Incidentals: Unless otherwise provided for in this Agreement, Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
 - f. Payment will be made only to the Grantee.
 - g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.
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39. PERSONAL JURISDICTION

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

40. REAL AND PERSONAL PROPERTY ACQUIRED WITH GRANT FUNDS

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which the CIWMB approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from the CIWMB for such purposes.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the Grantee.
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41. RECYCLED-CONTENT CERTIFICATION

The Grantee shall certify the minimum, if not the exact, percentage of postconsumer and secondary material in the products, materials, goods, and supplies purchased with grant funds. This certification shall be provided to the CIWMB on the Recycled Content Certification Form (CIWMB 74G) available at www.ciwmb.ca.gov/Grants/Forms/CIWMB074G.pdf.

42. RECYCLED-CONTENT PAPER

All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer fiber. Specific pages containing full-color photographs or other ink-intensive

graphics may be printed on photographic paper.

**43. RECYCLED-CONTENT
PRODUCT
PROCUREMENT**

In the performance of this Agreement, for purchases made with grant funds, the Grantee shall purchase recycled-content products (RCP), as defined by the State Agency Buy Recycled Campaign (SABRC) minimum recycled-content requirements, see www.ciwmb.ca.gov/BuyRecycled/StateAgency/. If the Grantee cannot purchase RCPs, the Grantee must document why it was unable to comply with this requirement.

44. REDUCTION OF WASTE

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and, the practice of other waste reduction measures where feasible and appropriate.

**45. REDUCTION OF WASTE
TIRES**

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to, equipment and feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

46. REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

47. RESOLUTION

A county, city, district, or other local public body must provide the CIWMB with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of this Agreement and designating the job title of the individual authorized to sign on behalf of the local public body.

48. SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

49. SITE ACCESS

The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work.

50. STOP WORK NOTICE

Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.

**51. SWEATFREE CODE OF
CONDUCT**

a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies obtained with Grant funds have been laundered or produced in whole or in part by

	<p>sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.</p> <p>b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).</p>
52. TERMINATION FOR CAUSE	<p>The CIWMB may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the CIWMB may proceed with the work in any manner deemed proper by the CIWMB. All costs to the CIWMB shall be deducted from any sum due the Grantee under this Agreement.</p>
53. TIME IS OF THE ESSENCE	<p>Time is of the essence to this Agreement.</p>
54. UNION ORGANIZING	<p>By signing this Agreement, the Grantee hereby acknowledges the applicability of GC §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:</p> <p>a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing.</p> <p>b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.</p>
55. UNRELIABLE LIST	<p>Prior to authorizing a contractor(s) to commence work under this Grant, the Grantee shall submit to the CIWMB a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s). See www.ciwmb.ca.gov/Regulations/Title14/ch1.htm#ch1a5. If a contractor is placed on the CIWMB Unreliable List after award of this Grant, the Grantee may be required to terminate that contract.</p>
56. VENUE/CHOICE OF LAW	<p>a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.</p> <p>b. The laws of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.</p>
57. WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE	<p>The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of,</p>

resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

58. WORK PRODUCTS

The Grantee must provide the CIWMB with copies of all final products identified in the Work Statement.

**59. WORKERS'
COMPENSATION/LABOR
CODE**

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.
